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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **SOUTHERN DIVISION**

11 DANIEL REFAI, MD, an individual,
12 and REFAI PROPERTIES, LLC, a
Georgia limited liability company,
13

Plaintiffs,
14

v.
15

RAMAN REFAEI, an individual,
16
Defendant.
17

Case No.: 8:24-cv-02720-DOC-JDE

**AMENDED APPLICATION FOR
CLERK'S ENTRY OF DEFAULT
JUDGMENT AGAINST DEFENDANT
RAMAN REFAEI**

[Served concurrently with Declarations of
Daniel Refai, MD and James M. Johnson]

18 Pursuant to Fed. R. Civ. P. 55(b)(1) and L.R. 55-1, Plaintiffs Daniel Refai,
19 MD and Refai Properties, LLC respectfully request that the Clerk enter default
20 judgment against Defendant Raman Refaei in the total amount of \$2,447,044.97,
21 which includes: (a) \$1,538,000.00 in principal; (b) \$857,534.28 in interest; and (c)
22 \$51,510.69 in attorneys' fees as allowed by L.R. 55-3. In support of this application
23 for default judgment, Plaintiffs respectfully show the Clerk the following:
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1 1. Plaintiffs initiated this action against Defendants Raman Refaei and
2 Raman R, LLC on December 17, 2024. [ECF No. 1.] Refaei was personally served
3 with the summons and complaint on December 26, 2024. [ECF No. 9.] Refaei failed
4 to respond to Plaintiff's complaint, and the Clerk entered default against him on
5 January 24, 2025. [ECF No. 14.] Pursuant to the Court's instructions, Plaintiffs
6 amended their complaint on February 21, 2025 to drop Raman R, LLC as a
7 defendant; other than dropping Raman R, LLC as a party, Plaintiffs' amended
8 complaint is in all respects identical to their original complaint. [ECF No. 20.]

9 2. This case involves Refaei's breach of six written promissory notes
10 through which he obtained \$1,538,000.00 in loans from Plaintiffs. [ECF No. 1 (the
11 "Complaint") at ¶¶ 10-11; March 2, 2025 Declaration of Daniel Refai, MD ("Refai
12 Decl.") at ¶¶ 2-4; Exs. 1-6.] Each of Plaintiff's loan checks and/or wire transfers were
13 made to Refaei individually and were deposited into his personal checking account.
14 [Complaint at ¶ 15; Refai Decl. at ¶ 7; Exs. 1-6.]

15 3. In December 2022, Plaintiffs made formal demand upon Refaei for
16 repayment of all sums due and owing under the promissory notes. Refaei ignored that
17 demand and breached the notes by failing and refusing to pay all principal and
18 interest owed on the notes. [Complaint at ¶ 18; Refai Decl. at ¶ 8.]

19 4. Refaei owes Plaintiffs \$1,538,000 in principal under the promissory
20 notes. [Complaint at ¶ 11; Refai Decl. at ¶¶ 2-4.]

21 5. The promissory notes require Refaei to pay interest at an undefined
22 "market" rate. [Complaint at ¶ 13; Refai Decl. Exs. 1-6.] Under California law,
23 interest at 7% *per annum* accrued on all loans received by Refaei. [Complaint at ¶ 13
24 (citing *Soleimany v. Narimanzadeh*, 78 Cal. App. 5th 915, 924 (2022) (applying
25 constitutional 7% default rate to notes containing no express interest rates)).]
26 Plaintiffs calculated interest owed on the notes at 7% *per annum* simple interest with
27 interest accruing from the date of the check or wire transfer [Refai Decl. at ¶ 9.]
28

1 6. Refaei is liable to Plaintiffs for total accrued interest in the amount of
2 \$857,534.28, which is calculated as: (a) \$856,650.06 in accrued interest through
3 March 4, 2025 (the date of Daniel Refai, MD's supporting declaration); plus (b) daily
4 interest of \$294.74 for three days after March 4, 2025. [Refai Decl. at ¶ 9.]

5 7. The promissory notes require Refaei to pay reasonable attorneys' fees
6 and other collection costs. [Complaint at ¶ 14; Refai Decl. at ¶ 6.] As set forth above,
7 Refaei is liable to Plaintiffs for \$2,395,534.28 in interest and principal. Pursuant to
8 L.R. 55-3, Refaei is liable for attorneys' fees of \$51,510.69, which is calculated as
9 \$5,600 plus 2% of \$2,295,534.28.

10 8. Refaei is not an infant or an incompetent person. [March 6, 2025
11 Declaration of James M. Johnson ("Johnson Decl.") at ¶ 2.]

12 9. Refaei is not currently in the military service, and the Servicemembers
13 Civil Relief Act does not apply. [Johnson Decl. at ¶ 3.]

14 10. Plaintiffs move for a Clerk's entry of default judgment under Fed. R.
15 Civ. P. 55(b)(1) and, as a result, service of this application upon Refaei is not
16 required by Fed. R. Civ. P. 55(b)(2) or L.R. 55-2.

17 Accordingly, Plaintiffs respectfully request that the Clerk enter default
18 judgment against Defendant Raman Refaei in the amount of \$2,447,044.97.

19 Dated: March 6, 2025

/s/ James M. Johnson
James M. Johnson
james@johnsontrial.com

*Attorneys for Plaintiffs
Daniel Refai, MD and
Refai Properties, LLC*